

Contract Type      OU



Order Number            189297



Vendor Number           129070



Dept. Name      Human Services



Vendor Name      HORNBY ZELLER ASSOCIATES



Start Date      04/01/16



End Date      03/31/17



Executive Action #



## **NEW DHS CONTRACTS**

### **CHECK LIST**

#### **EXECUTIVE ACTION**

- X   ATTACHED. IF NOT, DATE NOTIFICATION SENT TO ISSUING DEPARTMENT \_\_\_\_\_
- X   AGREES WITH CONTRACT DATE AND AMOUNT. IF NOT, DATE NOTIFICATION SENT TO ISSUING DEPARTMENT \_\_\_\_\_
- X   EA AND CONTRACT CONTENT (WORK STATEMENT) AGREE

#### **ATTACHMENT**

- X   UPDATED INSURANCE BINDER ATTACHED  
(IF WAIVED, NAME OF PERSON AUTHORIZING WAIVER)
- X   ALL EXHIBITS ATTACHED INCLUDING SCOPE OF SERVICE, CONTRACT AMOUNT AND RATES (IF APPLICABLE)
- X   ALL SIGNATURES AFFIXED
- X   PROPER AUDIT CLAUSE INCLUDED
- NA  CONTRACT BOND ATTACHED (BLUE ROLL AGREEMENTS)
- NA  LABOR & MATERIAL BOND ATTACHED (BLUE ROLL AGREEMENTS)
- NA  RAISED SEAL OF SURETY COMPANY AFFIXED

#### **ADDITIONAL ITEMS**

- X   CHECK FOR DUPLICATE OR OVERLAPPING CONTRACTS
- NA  CHECK FOR AVAILABLE APPROPRIATION AND FUNDING FOR CAPITAL PROJECTS
- NA  CHECK FOR ASSURE BID AWARD MADE TO PROPER CONTRACTOR

**CONTRACT DOCUMENTATION COMPLETED**

**APPROVED FOR PROCESSING OF PAYMENT**

Valma Stone

**REVIEWER**

\_\_\_\_\_

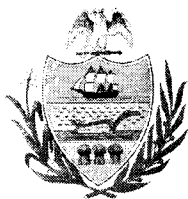
**COUNTY CONTROLLER**

6-3-16

**DATE REVIEW COMPLETED**

\_\_\_\_\_

**DATE**



ALLEGHENY COUNTY  
CONTRACT LOG  
CONTRACT ADMINISTRATOR  
412-350-7377

4-19

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**EXECUTIVE ACTION NUMBER 5457-16**

**Executive Action Date Approved** 03/15/2016

**Date Received From Law Department** 04/15/2016

**Date Signed By County Manager** 4-15-16

**Date forwarded to Controller** 4-18-16

**Date received to Controller**

**Date returned to Department**

**To : DIRECTOR**

**Department :** Human Service(s)

**From : COUNTY MANAGER**

When billing please refer  
Agreement#:

189297

**Contract prepared for:** HORNBY ZELLER ASSOCIATES

**Description:**

The Department of Human Services requests the County's authority to enter into Agreements with each provider listed herein for the period April 1, 2016 through March 31, 2017.

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Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc : Controller


Vendor : HORNBY ZELLER ASSOCIATES

KICKED  
BACK (NOT)

LETTER TO THE  
STATE SCANNED  
SENT TO COUNTY

	Hornby Zeller Associates
<b>No. &amp; Date</b>	5457-16 / 3-15-2016

**ALLEGHENY COUNTY**  
**DEPARTMENT OF HUMAN SERVICES**


TO: Mr. George Janocsko Allegheny County Law Department	FROM: P.J. Larouere Contract Supervisor 
DATE: April 7, 2016	SUBJECT: 16-17 INITIAL CONTRACT

Enclosed please find the necessary documentation for the INITIAL CONTRACT identified above. Would you please sign the agreement and forward it to the County Manager's office for further processing.

If you have any questions regarding the contract, I can be reached at 412-350-6904. Thank you for your consideration.



**ALLEGHENY COUNTY**  
**DEPARTMENT OF HUMAN SERVICES**

TO:	Theresa White Office of the County Manager
FROM:	P.J. Larouere Contract Supervisor 

Enclosed please find necessary documentation for the INITIAL CONTRACT identified above. Would you please have the County Manager sign the agreement and forward it to the Controller's Office for further processing.

If you have any questions regarding the contract, I can be reached at 412-350-6904. Thank you for your consideration.

RECEIVED  
OFFICE OF THE  
COUNTY MANAGER  
2016 APR 15 AM 9:44



**REQUEST FOR EXECUTIVE ACTION**  
**EA Title: FY 16-17 NEW PROVIDER AGREEMENTS-TWO**  
**PROVIDERS**  
**Originating Department: Human Service(s)**

Run Date: 03/28/2016

Page 1 of 2

<b>SEE DEPARTMENT AUTHORIZATION PAGE</b>		
<b>Contact:</b> Placid Larouere	<b>Ext:</b> 6904	<b>Est Cost:</b> \$209,918.00
<b>Date Submitted By Agency:</b> 03/13/2016		<b>Est Revenue:</b>
<b>Date Approved:</b> 03/15/2016		<b>County Match:</b>
<b>Future Impact:</b>		Account coding provided on JDE Contract Form
<b>Included In Budget:</b> Yes	<b>For:</b> Grant Operating	

**Summary:**

The Department of Human Services requests the County's authority to enter into Agreements with each provider listed herein for the period April 1, 2016 through March 31, 2017.

**Explanation:**

The Department of Human Services requests the County's authority to enter into Agreements with each provider listed herein for the period April 1, 2016 through March 31, 2017.

Each provider will be conducting an impact evaluation of the Predictive Risk Modeling Tool which is designed to improve the way child welfare workers make decisions about the children and families they serve; and will be further defined within the Workstatements of each Agreement. Both providers were selected through the Department of Human Services 'Request For Proposal' process.

When given below, the amount not to exceed represents services that are funded on a program basis and will be defined within Exhibit B of these Agreements.

Further, the Department of Human Services requests the DHS Director (or the Directors Designee) be authorized to sign letters of modification to the agreement that may reduce the total agreement amount.

# No.	Vendor	Project #	Contract Start date	Contract End Date	Ag #	Previous \$	Change \$	Amount \$	Fee
1	BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY		04/01/2016	03/31/2017		0.00	114,494.00	114,494.00	NO
2	HORNBY ZELLER ASSOCIATES		04/01/2016	03/31/2017		0.00	95,424.00	95,424.00	NO

Department	Department Director	Backup	Authorized	Department Authorized Date
Human	Marc Cherna		Yes - Approved by Department	Mar 13, 2016 4:57:03 PM

CC: Controller  
 Law Department  
 Budget & Finance

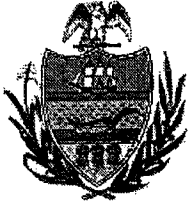
☒ Approved as Submitted

☐ Denied

 Certified and Sealed : **Electronically Approved**

William McKain  
 County Manager

03/15/2016  
 Date



REQUEST FOR EXECUTIVE ACTION  
EA Title: FY 16-17 NEW PROVIDER AGREEMENTS-TWO  
PROVIDERS  
Originating Department: Human Service(s)

Run Date: 03/28/2016

Page 2 of 2

Department	Department Director	Backup	Authorized	Department Authorized Date
Service(s)			Director	

CC: Controller  
Law Department  
Budget & Finance

☒ Approved as Submitted  
☐ Denied

Certified and Sealed : **Electronically Approved**

William McKain  
County Manager

03/15/2016  
Date

**CONTRACT FORM**  
**COUNTY OF ALLEGHENY**

Deb McNally                      3/2/2016  
Prepared by                      Date  
(412) 350-5133  
Phone Number

**DHS USE ONLY**  
OF #                      185562

Department    DHS - Office of Administration - Bureau of Financial Mgt., Budgets and Reports  
Supplier        Hornby Zeller Associates, Inc.                      Supplier #                      129070

Funder #                      \_\_\_\_\_  
(if revenue)

4/1/2016    TO    3/31/2017
<b>CONTRACT PERIOD</b>

Executive Action No.                      5457-16

<b>CONTROLLER'S OFFICE USE ONLY</b>	
<b>CONTRACTS SECTION</b>	
<b>ORDER NO.</b>	
<b>BOX NO.</b>	

<b>CONTROLLER'S OFFICE USE ONLY</b>	
<b>CONTRACTS SECTION</b>	
<b>RECEIVED</b>	
<b>APPROVED</b>	
<b>POSTED</b>	

**Program-funded Lines (J Line Type Only):**

	LINE TY	# OF UNITS	Tr. UoM	UNIT RATE	ACCOUNT NUMBER	DESCRIPTION SERVICE/GOOD	AMOUNT
1	J				25020021.63010.0101	Risk Modeling Tool	47,712.00
2	J				25020037.63010.0101	Risk Modeling Tool	47,712.00
3	J						
4	J						
5	J						
6	J						
7	J						
8	J						
9	J						
10	J						
<b>Total Program Funded Contract Amount</b>							<b>\$95,424.00</b>

**CONTROLLER'S OFFICE USE ONLY**

Insurance Attached:  
COMM    \_\_\_yes \_\_\_no  
AUTO    \_\_\_yes \_\_\_no  
PROF    \_\_\_yes \_\_\_no  
FID      \_\_\_yes \_\_\_no  
W/C      \_\_\_yes \_\_\_no

Comments: \_\_\_\_\_ Initial: \_\_\_\_\_



JDE/INS RELATIONSHIP COMPLETE CF 185562

	In JDE	Waived	Relation Review Related	Policy Inquiry Related
GEN				
PRO				
AUT				
WC				
FID				

Date Reviewed 4/6/2016 Initials gsmith  
 HORNBY ZELLER ASSOCIATES, INC.  
 CA 4/1/16 - 3/31/17

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT

on the date below indicated.

CONTRACTOR	HORNBY ZELLER ASSOCIATES, INC.
------------	--------------------------------

Authorized Signature

X

*Helaine Hornby*

Date 5/21/16

Please print/type Name &  
Title

Helaine Hornby, Vice President

COUNTY OF ALLEGHENY

BY:

*[Signature]*

County Manager

4-18-16

Date

APPROVED BY DIRECTOR

*[Signature]* 3/24/16

Marc Cherna, Director

Date

Allegheny County Department of Human Services

APPROVED AS TO FORM

*[Signature]* 4/13/16

Allegheny County Solicitor

Date

*George A. Janowski* 4/12/16

Assistant Allegheny County Solicitor Date

Agreement between the County of Allegheny Department of Human Services and

**HORNBY ZELLER ASSOCIATES, INC.**

Authorized by the County on

3/15/2016

at Executive Action No.

5457-16

## **A G R E E M E N T**

**THIS AGREEMENT**, hereinafter referred to as "the Agreement," effective for the term specified in Article 3 below, is made by and between the **COUNTY OF ALLEGHENY**, a home rule county and political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "the County," and **HORNBY ZELLER ASSOCIATES, INC.**, a New York ~~Profit~~ Non-Profit (circle one) corporation with its principal place of business located **48 4th St, Ste 300 Troy, NY 12180-3204**, hereinafter referred to as "Contractor."

### **WITNESSETH:**

**WHEREAS**, the County, on behalf of its Department of Human Services, hereinafter referred to as "the Department," is desirous of engaging the Contractor to provide or perform certain services and the Contractor is willing to provide or perform those services under the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the County and the Contractor agree as follows:

1.     **ENGAGEMENT/SCOPE OF SERVICES:** The County, by and on behalf of the Department, hereby engages the Contractor to provide or perform those services described in detail in the document marked as "Work Statement," hereinafter referred to as "the Scope of Services," which is incorporated by reference in its entirety herein and attached hereto as Exhibit "A" to this Agreement. The Contractor accepts the engagement and agrees to devote its skills and the skills of its agents, servants and employees to the best of their abilities toward the successful completion of this engagement. The Contractor agrees to provide or perform the Scope of Services under the overall supervision of the Director of the Department or his designee, hereinafter "the Director."

2.     **COMPENSATION; PAYMENTS BY COUNTY:**

A. In consideration of the provision or performance of the Scope of Services described in Exhibit A, the County agrees to pay the Contractor the amount of compensation set forth in the document marked "Payment Provisions," which is incorporated by reference in its entirety herein and attached hereto as Exhibit "B" to this Agreement. The Contractor agrees that, as a condition precedent to the payment of any monies by the County under this Agreement, it shall fully comply with all of the terms and conditions set forth in Exhibit B.

B. The parties acknowledge and agree that the County shall have no right to require and the Contractor shall have no obligation to provide, perform or carry out any services described in Exhibit A when such provision or performance would exceed the amount of compensation set forth in Exhibit B. In no event shall the County pay or be obligated to pay any amount of money other than the amount of compensation set forth in Exhibit B without a written amendment to this Agreement.

3. **TERM:** This Agreement shall commence on April 1, 2016 and, unless terminated earlier as provided in Paragraph 7 below, shall end on March 31, 2017. ✓

4. **NO CO-PARTNERSHIP OR AGENCY:** Nothing in this Agreement shall create or establish the relationship of co-partners between the parties or constitute the Contractor as the representative or agent of the County for any purpose whatsoever. At all times under this Agreement, the Contractor shall perform or provide the Scope of Services as an independent Contractor.

5. **INDEMNIFICATION:**

A. The Contractor agrees to indemnify, protect, defend and hold harmless the County, its elected officials, officers, appointees and employees from and against any and all liability, damages, claims, lawsuits, liens and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification, for injuries to or the death of any person(s), and/or the loss of real, personal or intangible property of any kind or nature caused by, in conjunction with, or arising out of the Scope of Services provided, performed, carried out or undertaken by the Contractor pursuant to this Agreement. The Contractor's obligation to indemnify, protect, defend and hold the County harmless, as set forth in this Article 5, shall include any and all attorney's fees incurred by the County, in the defense of and/or handling of any lawsuits, demands, liens, judgments, claims and the like and all attorney's fees and investigation expenses incurred by the County in enforcing and/or obtaining compliance with the provisions of this paragraph.

B. The Contractor agrees to indemnify, protect, defend and hold harmless the County, its elected officials, officers, appointees and employees from any claims against or liability for compensation under the Pennsylvania Workers' Compensation Act, 77 P.S. § 1 *et seq.* arising out of injuries sustained by any employees or agents of the Contractor or of any licensees, contractors, or sub-contractors of the Contractor.

C. Each party shall give to the other party prompt and timely written notice of any claims made or lawsuits filed, which, in any way, directly or indirectly, contingently or otherwise affect or may affect the other party. Each party shall have the right to defend and compromise any claim or lawsuit to the extent of its own interest.

6. **INSURANCE:**

A. The Contractor shall, at its own cost and expense, maintain in effect at all times throughout the term of this Agreement policies of insurance meeting the requirements specified by the Department in the document marked "Insurance Requirements" which is incorporated by reference in its entirety herein and attached hereto as Exhibit "C," to this Agreement. All policies of insurance shall be endorsed to include the County, its elected officials, officers, appointees and employees as additional insureds.

B. The Contractor shall provide the Director, prior to or contemporaneously with

the execution of this Agreement, with a Certificate(s) of Insurance issued by a company or companies licensed to do business in the Commonwealth of Pennsylvania, or licensed to do business in the Contractor's home state, evidencing the insurance coverage(s) identified in Exhibit C, and shall submit the new Certificate(s) of such insurance coverage no later than thirty (30) days prior expiration, throughout the term of this Agreement.

C. In addition to identifying the County, its elected officials, officers, appointees and employees as additional insureds, the Certificate(s) of Insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy that would change, restrict or reduce the insurance provided or change the name of the insured.

D. The Director may, at his discretion, waive or modify any of the insurance requirements set forth in Exhibit C with the exception of Workers' Compensation Insurance, which is required by law. The Contractor's request for a waiver of the insurance requirements must be set forth in writing and state the specific reasons that the waiver is being requested.

## **7. TERMINATION:**

A. County's Reasons For Termination: The County, through the Director, shall have the right to terminate this Agreement for any of the following reasons:

(1) Termination for Convenience: The County shall have the right to terminate the Agreement for its convenience upon giving thirty (30) days written notice to the Contractor. In the event that the County elects to terminate the Agreement for its convenience, the County shall pay the Contractor for all satisfactory work on the Scope of Services completed or services performed up to and including the date of termination.

(2) Termination for Non-Appropriation/Insufficient Appropriation: In the event that funding to the County from Federal, State, and local funding sources is not obtained or continued at an aggregate level sufficient to allow for the payment of the Scope of Services set forth in Exhibit A from the Contractor, the County may exercise either one of the following options: (a) Issue a written Notice of Termination of this Agreement to the Contractor effective upon a specified date. In the event of termination of the Agreement for non-appropriation/insufficient appropriation, the County shall pay the Contractor for all satisfactory work completed or services performed, if any, up to and including the date of termination; or (b) Continue the Agreement by written amendment providing for a reduction in either the term of the Agreement, the Scope of Services to be provided or the compensation to be paid to the Contractor pursuant to this Agreement, or any combination thereof in a manner consistent with the nature, amount and circumstances of the County's loss of State, Federal, and/or Local funding; provided, however, that any termination or reduction of the term, compensation or Scope Of Services under this Agreement shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction of the term, Scope of Services or compensation under this Agreement.

(3) Termination due to Default: The County shall have the right to

immediately terminate the Agreement upon notice to the Contractor for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein. The County shall also have the right to immediately terminate the Agreement upon notice to the Contractor for breach or violation of any term or condition as specified in any Exhibit to this Agreement, or any applicable law, rule or regulation governing the provision of the Scope of Services.

B. Contractor's Reasons For Termination: The Contractor shall have the right to terminate this Agreement for the following reasons: (1) for its convenience upon giving ninety (90) days written notice to the Department; and (2) upon notice to the County for any reason set forth in the Paragraph entitled "Default" in the "Incorporated Standard County Terms and Conditions" described herein.

C. Contractor's Actions Subsequent to Termination: Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and, except as otherwise directed by the County, the Contractor shall take the following actions: (1) Stop work under this Agreement on the date of and to the extent specified in the Notice of Termination; (2) Place no further orders, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the Scope of Services under this Agreement as is not terminated; (3) Terminate all orders, contracts, and subgrants to the extent that they relate to the performance of work or services terminated by the Notice of Termination; (4) Assign to the County in the manner, at the time, and to the extent directed by the County all of the rights and interest of the Contractor under the orders, contracts or subgrants so terminated, and at the discretion of the County, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants; (5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the County, to the extent that the County may require. Such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of, or in any manner or degree of, the performance of Contractor hereunder; (6) Arrange for the transfer and delivery of all data in accordance with Incorporated Standard County Terms and Conditions described herein; and (7) Take all other reasonable and necessary actions to wind up the administration of this Agreement in an orderly manner.

## **8. INCORPORATION OF CONTRACT MANUAL:**

A. The Contractor acknowledges that funding for the Scope of Services is provided in whole or in part by grants made to the County by departments and agencies of the United States Government or the Commonwealth of Pennsylvania. All of the terms and conditions governing the grant funds received by the County, including but not limited to a listing of particular federal and/or state laws, rules and regulations relevant to the Contractor's provision or performance of the Scope of Services under the Agreement, are set forth in a set of documents developed, compiled and created by the Department which is generally referred to as the "Contract Manual." In providing or performing the Scope of Services described in Exhibit A, the Contractor shall adhere to the General and Special Terms and Conditions set forth in the Contract Manual as designated in the document marked "Special Provisions," which is

incorporated by reference in its entirety herein and attached hereto as Exhibit "D" to this Agreement.

B. Although referred to in the singular, the term "Contract Manual," as used in the Agreement, shall refer to and include any of the Contract Manuals developed, compiled and created by the Department that are applicable to this Agreement because: (1) more than one federal, state or local funding source is used to support the Scope of Services; or (2) certain work or activities set forth in the Scope of Services are subject to particular laws, rules or regulations.

C. If any provision of the Agreement is in conflict with any terms or conditions set forth in the Department's Contract Manual, the provisions set forth in the Contract Manual shall be controlling.

D. Due to its size and voluminous nature, the Contract Manual(s) is/are not attached hereto. The Contract Manual(s) incorporated by reference as part of this Agreement pursuant to Exhibit D is/are available on the Department's website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>. Upon written request, the Department will provide paper copies of the Contract Manual(s) to the Contractor.

E. Any and all provisions included in any applicable Contract Manual are subject to modification by revisions or changes to federal, state and local rules and regulations at any time. Notwithstanding any provision in the Incorporated Standard County Terms and Conditions, all such revisions and changes shall be automatically deemed to be part of the applicable Contract Manual and shall be incorporated automatically as part of the Agreement without the necessity of a written amendment. The Department shall provide written notice of any changes in any applicable Contract Manual.

**9. INCORPORATED STANDARD COUNTY TERMS AND CONDITIONS:** Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard County Terms and Conditions," which can be found at on the Department's website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>, are specifically incorporated by reference in their entirety herein and are made a part of this Agreement. Upon written request, the Department will provide paper copies of the Incorporated Standard County Terms and Conditions to the Contractor.

**10. INCORPORATED STANDARD FEDERAL/STATE TERMS AND CONDITIONS:** The Contractor acknowledges that the County, as a recipient of federal and state funds for the Department, is required to ensure that Contractor adheres to and complies with applicable federal and state funding requirements. Unless otherwise deleted, changed or modified by the document marked "Modified or Deleted Terms and Conditions" (attached hereto, if necessary, as Exhibit "E,"), the parties expressly acknowledge and agree that the terms and conditions set forth in the document entitled "Incorporated Standard Federal/State Terms and

Conditions,” which can be found at on the Department’s website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>, are specifically incorporated by reference in their entirety herein and are made a part of this Agreement. Upon written request, the Department will provide paper copies of the Incorporated Standard Federal/State Terms and Conditions to the Contractor.



## **Exhibit A: Work Statement**

SERVICE PROVIDER: Hornby Zeller Associates (HZA)

MPER PROVIDER ID: 119

CONTRACT ID: 9465

Office of Data Analysis Research and Evaluation (DARE)

Service Name: Administrative Support/ Research and Consulting/Evaluation

The SERVICE PROVIDER will conduct a process evaluation of the Predictive Risk Modeling Tool (Tool), which is being developed to improve the way in which child welfare workers make decisions about the children and families they serve. The Tool, which will be used by intake staff when a call is received alleging abuse and/or neglect, will gather all relevant current and historical client information and assign a risk score based on that information. The risk score will be used by intake staff to assist in making service decisions. The process evaluation is designed primarily to assess the Tool from the user's perspective. The evaluation will examine the consistency, efficiency and accuracy of decisions made by intake staff and how those decisions are affected by the Tool.

SERVICE PROVIDER will provide the following services:

- Examine the steps that were taken to implement the Tool and to prepare intake staff and others to use it
- Assess the degree to which the Tool affects how intake staff make decisions
- Identify the practice and policy implications of using the Tool
- Identify barriers to effective use of the Tool and recommend solutions to those barriers

The evaluation will be conducted through interviews with key staff, members of the team that developed the Tool and others involved in its development and use. A document review will also be conducted to add details to the interviews. Finally, intake staff will be surveyed to determine how the Tool can be presented graphically to be most useful in decision-making.

**Deliverables:** The SERVICE PROVIDER will complete two reports on the results of the process evaluation. The first will be issued within four months of the start of the project and the second will be completed by the end of the project period.

MPER = The Allegheny County Department of Human Services Master Provider Enterprise Repository, an electronic database.

## **EXHIBIT B**

### **PAYMENT PROVISIONS**

**for the Agreement  
by and between  
Allegheny County Department of Human Services  
and  
HORNBY ZELLER ASSOCIATES, INC.**

The Allegheny County Department of Human Services (hereinafter the DEPARTMENT) has received or is anticipating receiving funds from federal, state, local and private sources for the provision of services identified in Exhibit A (Workstatement) of this AGREEMENT.

#### **General Terms and Conditions**

The following general terms and conditions related to provision of payment for this agreement shall apply to all providers regardless of fund source and/or service type:

CONTRACTOR shall adhere to the applicable chapters and fiscal requirements set forth in the Contract Specifications Manual on Payment Provisions, Budgets and Invoicing. Refer to Article 42 of the AGREEMENT for additional information regarding the contract manual(s).

CONTRACTOR shall be paid at the corporate address identified on Page One (1) of the AGREEMENT unless CONTRACTOR otherwise notifies COUNTY in writing or provides a payment address herein:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No payment shall be made under this AGREEMENT until the contract has been fully executed and all insurance requirements have been fully implemented.

CONTRACTOR does not have the authority to transfer allocated funds from one category of service to another without prior written authorization of the DEPARTMENT. Further, in the event services in the contract are reduced the allocated funding shall be reduced commensurately. If services are being terminated, the allocation for said services should be considered withdrawn by the COUNTY unless otherwise stated in writing.

Reimbursement to CONTRACTOR is to be made within a reasonable time by COUNTY upon submission of invoice(s) for review and approval by the Director of Human Services or their designee for services defined in Exhibit A (Workstatement).

CONTRACTOR agrees to seek all possible sources of alternate funding/revenue for the services described in the work statement (Exhibit A), including but not limited to third party insurance, medical assistance, etc., and any such funds received must be used to reduce the DEPARTMENT's financial liability.

When permitted by applicable law and regulations, if revenue generated by the program(s) of CONTRACTOR vary from the anticipated revenue stated within the related budget, then DEPARTMENT, in its discretion may adjust proportionally its reimbursement herein under to

CONTRACTOR. The previously stated amount is the anticipated revenue to CONTRACTOR from the various DEPARTMENTAL received funding sources for the term of the AGREEMENT and is subject to available funding.

The DEPARTMENT has the authority to adjust the allocations within this agreement based upon the service demands and treatment/administrative costs related to DEPARTMENT's consumers/clients. Said adjustment must be provided in writing to the CONTRACTOR by the DEPARTMENT, either via an adjustment letter in the case of a reduction or via a modification in the case of an increase.

CONTRACTORS must comply with all Federal, State and Local laws, regulations, and funding requirements, including, but not limited to, obtaining necessary and applicable licenses, permits, certifications and accreditations.

Failure to do so may result in a reduction, adjustment, or denial of payment based on provisions of individual funding source requirements.

CONTRACTOR agrees that travel and subsistence costs shall be in accordance with prevailing County practice or state rates set forth in applicable codes/statutes and/or fund source guidelines, whichever is lower. If prevailing collective bargaining unit policies apply for the reimbursement of these items at a rate different from the funding source or county travel policies, the terms of the bargaining unit shall prevail.

#### **ALLOCATION BY SERVICE/PROGRAM/PROJECT/FUND SOURCE/TYPE**

Subject to the availability of said funds and the other terms and conditions of this AGREEMENT, DEPARTMENT will reimburse CONTRACTOR in accordance with the mutually agreed upon budget(s) for costs incurred in providing the services described in the Workstatement(s) of this AGREEMENT up to a maximum amount as identified in the Allocation Statement attached herein and identified as Exhibit B Attachment 1.

As stated above, each service/program/project/fund source/type has specific requirements as delineated in the CONTRACT SPECIFICATIONS MANUAL ON PAYMENT PROVISIONS, BUDGETS AND INVOICING which CONTRACTOR is obligated to abide by as a term/condition of the agreement.



**Allegheny County Department of Human Services**  
**Summary Allocation Statement**



**AGREEMENT START DATE:** 04/01/2016

**AGREEMENT END DATE:** 03/31/2017

**Provider Name:**

**HORNBY ZELLER ASSOCIATES, INC.**

DHS Office Name	Not To Exceed	Uncapped Fee
DARE	\$95,424.00	No
<b>TOTAL NOT TO EXCEED</b>	<b>\$95,424.00</b>	

\*EXCLUSIVE OF UNCAPPED FEE BASED SERVICES, SEE OFFICE/BUREAU SPECIFIC PAGES FOR FEES.



**Allegheny County Department of Human Services**  
**Detailed Allocation Statement**



**Contract Date:** 04/01/2016 - 03/31/2017  
**Program Office:** DARE  
**Provider:** 119 - HORNBY ZELLER ASSOCIATES, INC.  
**JDE Number:**

**HORNBY ZELLER ASSOCIATES, INC.**

**Ungrouped Services**

Service Allocation							
Service Name	Program Name	Amount Not To Exceed	Initial/ Adjustment	Funding Source	Start Date	End Date	Service Comments
Administrative Support  Research and Consulting  Evaluation	Not Applicable	\$95,424.00	Initial	Human Services Integration Fund (HSIF), Casey Family Programs	04/01/2016	03/31/2017	

**Allegheny Budget for Process Evaluation Only**

Personnel	Totals			
Zeller				\$0
Hallenbeck				\$10,500
Poquette				\$19,800
Ryan				\$21,600
Kiaer				\$3,000
Patraw				\$2,400
DBE				\$8,000
Reed				\$2,800
Total Personnel				\$ 68,100
Other Direct Expenditures				
Travel (person trips)	8	\$	1,200	\$ 9,600
Secure server web fees (months)	3	\$	500	\$ 1,500
Printing and copying (months)	12	\$	150	\$ 1,800
Phone (months)	12	\$	200	\$ 2,400
Miscellaneous (months)	12	\$	150	\$ 1,800
Total Other Direct Expenditures				\$ 17,100
Indirect Costs	12%		\$	10,224
Total Budget				\$ 95,424

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

For the term of this **AGREEMENT**, the **CONTRACTOR** will take out and maintain or will cause to be taken out and maintained policies of insurance meeting the following requirements:

**1. General Requirements**

- A. *All policies of insurance set forth below shall be endorsed to include the COUNTY, its elected officials, officers, appointees and employees as additional insureds.*
- B. All certificates of insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy which change, restrict or reduce the insurance provided or change the name of the insured.

**2. Types of Coverage**

**A. Commercial General Liability**

- 1. Commercial General Liability Insurance which will protect the **CONTRACTOR** in providing the services under this **AGREEMENT** from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this **AGREEMENT** whether such operations be by the **CONTRACTOR** or by any subcontractor of the **CONTRACTOR** or by anyone directly or indirectly employed by either the **CONTRACTOR** or subcontractor. The Commercial General Liability Policy will include, but not be limited to, the following:
  - a. Contractual liability on a blanket basis or contractual liability specifically covering this **AGREEMENT**;
  - b. Products Liability and Completed Operations;
  - c. The **CONTRACTOR** shall maintain general liability limits of no less than \$1,000,000 per occurrence.

**B. Automobile Liability Insurance**

- 1. The **CONTRACTOR** shall maintain Comprehensive Automobile Liability Insurance covering all owned and non-owned automobiles if applicable to the services provided under the **AGREEMENT**.
- 2. The Automobile Liability Insurance shall have a limit of no less than \$1,000,000 combined single limit for each occurrence for injury to persons and/or damage to property.

**C. Professional Liability Insurance**

The **CONTRACTOR** shall carry Professional Liability insurance policy with limits of no less than \$1,000,000.

**D. Workers' Compensation**

The **CONTRACTOR** shall carry Workmen's Compensation Insurance as required by law, or shall submit evidence to the **DIRECTOR** that it has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer.

1. Workers Compensation: Statutory
2. Employers Liability with limits:
  - \$100,000 each accident
  - \$500,000 disease policy limit
  - \$100,000 disease each employee.

**E. Fidelity Bonding**

The **CONTRACTOR** shall ensure that employees who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by fidelity bond.

The coverage required and to be maintained for fidelity bond insurance shall be minimally:

An amount equal to, but not less than 10% of contract total contained in Exhibit B (Payment Provision) of this **AGREEMENT** when program funded/cost reconciled;

An amount equal to, but not less than \$50,000 when the **AGREEMENT** is fee-based/per diem funded;

An amount equal to, but not less than 10% of the program funded amount plus \$50,000 for fee-based services when the contract contains both fee-based/per diem and program funded services.

- F. The insurance carrier should have a AM Best rating of no less than A-.
- G. The County reserves the right to waive ANY or ALL conditions.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> James J. Houlihan Associates Inc. 333 Hoosick Street  Troy NY 12180		<b>CONTACT NAME:</b> Jeanne Pashuta <b>PHONE (A/C No. Ext):</b> (518) 274-4470 <b>FAX (A/C No.):</b> (518) 274-6349 <b>E-MAIL ADDRESS:</b> jeanne@houlihanassociates.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Sentinel Insurance Company, LTD	11000
		INSURER B: Rated By Multiple Companies	00914
		INSURER C: Chubb/ Federal Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:** CL159301955**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01SBAAV5841	9/13/2015	9/13/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Policy Fee	\$
A	<b>AUTOMOBILE LIABILITY</b>			01SBAAV5841	9/13/2015	9/13/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DED							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			01WECJY3041	4/1/2015	4/1/2016	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Liability			8225-6690	7/18/2015	7/18/2016	Claim/Agg/Deductible	\$5M/\$5M/\$100K
C	Fidelity/Crime			TBD	03/25/2016	03/25/2017	Employee Theft	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Allegheny County Department of Human Serv  
Office of Administration  
Contracting Unit  
One Smithfield Street  
Suite 300  
Pittsburg, PA 15222

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Houlihan/PAS

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ACORD 25 (2014/01)

INS025 (2014/01)

The ACORD name and logo are registered marks of ACORD

*All Insurance Accepted FY16-17*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> James J. Houlihan Associates Inc. 333 Hoosick Street  Troy NY 12180  <b>INSURED</b> HORNBY ZELLER ASSOCIATES INC 48 4TH ST STE 300  TROY NY 12180	<b>CONTACT</b> NAME: Jeanne Pashuta PHONE (A/C, No, Ext): (518) 274-4470 FAX (A/C, No): (518) 274-6349 E-MAIL: jeanne@houlihanassociates.com ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b>  INSURER A: Sentinel Insurance Company, LTD 11000 INSURER B: Rated By Multiple Companies 00914 INSURER C: Chubb/ Federal Insurance Company INSURER D: INSURER E: INSURER F:
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**COVERAGES**

CERTIFICATE NUMBER: CL159301955

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		01SBAAV5841	9/13/2015	9/13/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy Fee \$
A	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO ALL OWNED AUTOS HIRED AUTOS  SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		01SBAAV5841	9/13/2015	9/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> EXCESS LIAB  OCCUR CLAIMS-MADE  DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01WECJY3041	4/1/2016	4/1/2017	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability	8225-6690		7/18/2015	7/18/2016	Claim/Agg/Deductible \$5M/\$5M/\$100K
C	Fidelity/Crime	TBD		03/25/2016	03/25/2017	Employee Theft \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Allegheny County Department of Human Serv Office of Administration Contracting Unit One Smithfield Street Suite 300 Pittsburg, PA 15222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Kevin Houlihan/PAS
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INS025 (201401)

## **EXHIBIT D: SPECIAL PROVISIONS**

### **CONTRACTOR: HORNBY ZELLER ASSOCIATES, INC.**

CONTRACTOR shall adhere to the General and Special Terms and Conditions in the below referenced Contract Specifications Manuals that are incorporated in their entirety as part of the agreement between CONTRACTOR and the Allegheny County Department of Human Services as per the services defined in the AGREEMENT's Workstatement (Exhibit A). The manuals are available on the DHS website at URL <http://www.alleghenycounty.us/Human-Services/Resources/Doing-Business/Current-Providers.aspx>

- ☒ Incorporated Standard County Terms and Conditions
- ☒ Incorporated Standard Federal/State Terms and Conditions
- ☒ DHS General Specifications Manual
- ☒ DHS Payment Provisions Manual
- ☒ Minority/Women/Disadvantaged Business Enterprise Manual
- ☒ Master Provider Enterprise Repository (MPER) Requirements
- ☐ Office of the Area Agency on Aging, Contract Specifications
- ☐ Office of Behavioral Health, Drug and Alcohol Services Manuals
- ☐ Office of Behavioral Health, Mental Health Services Manual
- ☐ Offices of Behavioral Health, Early Intervention Services Manual
- ☐ Office of Children, Youth and Families, Contract Specifications Manual
- ☐ Office of Children, Youth and Families, Family Centered Services Manual
- ☐ Office of Community Services, Bureau of Employment and Training
- ☐ Office of Community Services, HSDF
- ☐ Office of Community Services, CSBG and/or Jail Programs
- ☐ Office of Community Services, Bureau of Family and Community Services
- ☐ Office of Community Services, Bureau of Homeless Services and/or HUD
- ☐ Office of Intellectual Disabilities Contract Specifications

By signing the aforementioned AGREEMENT, I certify that as an authorized representative of the CONTRACTOR I (or my designee) have (has) obtained from the DHS website copies of the above-referenced manuals and acknowledge the provisions of said manuals are incorporated as part of the AGREEMENT between CONTRACTOR and Allegheny County Department of Human Services.

## HIPAA

With regard to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 I/we certify:

Check One: ☐ I/We are a Covered Entity ☐ I/We are a Business Associate  
☒ HIPAA Does Not Apply

Regardless of whether a covered entity, business associate or HIPAA does not apply, you/your organization **must** provide the following two contacts:

Privacy Officer's Name and Phone Leona Miles, 518-273-1614

Security Officer's Name and Phone Timothy Reed, 207-773-9529

## BOARD OF DIRECTOR

With regard to the CONTRACTOR's Board of Directors check one:

☐ List Attached\* ☒ Not Applicable

\*Identify all board members by name, affiliation, and address (addresses must be different than CONTRACTOR'S address) and note which member(s) is/are officers (i.e., Chairperson, Vice Chairperson, etc.).

## LISTING OF SUBCONTRACTORS

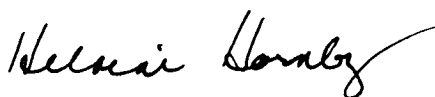
It is required that CONTRACTOR submit to COUNTY a listing of all subcontractors related to services provided through this agreement for performance of services exceeding \$10,000. The information required may be expanded at the discretion of the Director (or Director's designee) of the Department of Human Services.

☐ List Attached\*\* ☒ Not Applicable

\*\*Include on list of subcontractors the subcontractor's name, contact name, phone number, service description and estimated cost.

## CERTIFICATION

For the CONTRACTOR: I certify that I am the authorized signor for the CONTRACTOR, that the above information is true and accurate to the best of my knowledge, I have read and fully understand the attached certifications and agree to comply with all provisions therein:

X  3/21/16  
Signature of Authorized Representative Date  
Please print Name and Title: Dennis E. Zeller, President

## **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

CONTRACTOR agrees to comply with Public Law 103-227, Section 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children's Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; CONTRACTORS whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the CONTRACTOR certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards, which contain provisions for children's services and that all subcontractors shall certify accordingly.

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

CONTRACTOR, in accordance with 45 CFR Part 76 certifies that it shall provide a drug-free workplace by:

1. Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuses in the workplace; and
  - b. CONTRACTOR's policy of maintaining a drug-free workplace; and
  - c. any available drug counseling, rehabilitation and employee assistance programs; and
  - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
3. Including in the published statement in #2 above, a requirement that each employee, as a condition of employment, shall:
  - a. abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Notifying the County (and ODAP for services funded with PA Dept. of Health, Bureau of Drug and Alcohol funds) within 10 days after receiving notice under paragraph 3(b) above from an employee or otherwise receiving actual notice of such conviction.
5. Taking one of the following actions within 30 days of receiving notice under paragraph 3(b) with respect to any employee who is so convicted:
  - a. taking appropriate personnel action against such an employee, up to and including termination; or
  - b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1-5 above.

## **CONTRACTOR RESPONSIBILITY PROVISIONS**

1. CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the Federal government, and if the CONTRACTOR cannot so certify, then it agrees to submit along with the bid/proposal (agreement) a written explanation of why such certification cannot be made.
2. If CONTRACTOR enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or Federal government or who become suspended or debarred by the Commonwealth or Federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the CONTRACTOR to terminate such subcontracts or employment.
3. The CONTRACTOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the Inspector General for investigation of the CONTRACTOR's compliance with terms of this or any other agreement between CONTRACTOR and the Commonwealth/County which result in the suspension or debarment of the CONTRACTOR. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The CONTRACTOR shall not be responsible for investigative costs for investigations which do not result in the CONTRACTOR's suspension or debarment.
4. The CONTRACTOR may obtain the current list of suspended and debarred CONTRACTORS by contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg PA 17125  
Telephone: 717-783-6472  
Fax 717-787-9138

## **TAX CERTIFICATION**

Pursuant to the terms of the AGREEMENT between CONTRACTOR and ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES, an authorized representative of CONTRACTOR does hereby certify that the CONTRACTOR has complied and will continue to comply with the requirements of the law and the prime funding sources' regulations regarding the obtaining of employer identification/account numbers and the

Collection

Payment

Depositing, and

Reporting of Federal, State and Local Taxes, and

The provision of W-2 forms to employees.



## **LOBBYING CERTIFICATION FORM**

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed under Section 1352, Title 31, and US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

**ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES  
CERTIFICATION REGARDING HIPAA COMPLIANCE**

CONTRACTOR will operate in accordance with the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), including the portion codified at 42 U.S.C.A. § 17921 et seq., hereinafter "HIPAA Rules", and all other applicable laws and regulations involving the protection of personal information. By signing this certification, Service Provide certifies that the submitted organization will comply with the requirements of the "HIPAA Rules", including but not limited to:

- 1) Regularly assessing how CONTRACTOR stores protected health information for the purposes of locating and remedying any potential risks and vulnerabilities to the confidentiality, security, integrity, and availability of that information.
- 2) Naming a security official and privacy official who will be individually responsible for the development, implementation, and maintenance of the policies and procedures required by HIPAA Rules
- 3) Documenting, reporting, and handling all security breaches according to the HIPAA Rules.
- 4) Maintaining records through methods, and for a period of time, to satisfy the "HIPAA Rules".
- 5) Following the "HIPAA Rules" when writing and executing contracts to second parties that receive personal health information from CONTRACTOR.
- 6) Writing and executing policies on how to appropriately dispose of, or reuse, electronic media.
- 7) Creating and enforcing a policy that invokes appropriate sanctions against workforce members who fail to comply with the security and privacy policies and procedures of the "HIPAA Rules".
- 8) Appropriately documenting all policies and procedures designed to comply with the "HIPAA Rules".
- 9) Periodically reviewing, and updating as needed, all policies and procedures designed to comply with the "HIPAA Rules".

**ALLEGHENY COUNTY  
DEPARTMENT OF HUMAN SERVICES  
ANTI-TERRORISM CERTIFICATION FORM**

In compliance with the intent of the USA Patriot Act and other counter-terrorism laws, all organizations or individuals receiving funds through an agreement with the Allegheny County Department of Human Services, must certify:

A. The organization/individual is not on any federal terrorism watch lists, including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the US State Department.

B. The organization/individual does not, will not and has not knowingly

- provided financial, technical, in-kind or other material support or resources to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.
- provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.
- provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.
- regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.

(Material support and resources means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation and other physical assets, except medicine or religious materials.)

C. The organization/individual

- takes reasonable affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.
- takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other materials support or resources to terrorist and terrorist organizations.

This certification is a material representation of fact upon which reliance was placed when this transaction as made and entered into.

**COUNTY OF ALLEGHENY**

**M/W/DBE PARTICIPATION STATEMENT**

Failure to complete this form and submit it with your contract may cause delays in processing

**SOLICITATION AND COMMITMENT**

MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES

FISCAL YEAR/PERIOD	<b>HORNBY ZELLER ASSOCIATES, INC.</b>	ADDRESS 48 4th St, Suite 300, Troy, NY 12180-3204	PHONE NUMBER
2016/2017	Hornby Zeller Associates, Inc.	48 Fourth Street, Suite 300, Troy, New York 12180	518-273-1614

List below ALL M/W/DBE's that were solicited – whether or not commitment was obtained – Copy this form as necessary

MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> CERTIFIED BY: Women's Business Enterprise Council/Pennsylvania Department of General Services COMPANY NAME HPW Associates, LLC ADDRESS Town Center Offices, 1789 South Braddock Avenue, Suite 560, Pittsburgh, PA 15218-1842 CONTACT PERSON/PHONE Holly Wald, Ph.D./412-731-6200 EMAIL	TYPES OF SUBCONTRACT WORK OR MATERIALS  Conduct in-person interviews	DATE SOLICITED 12/18/15  SOLICITATION METHOD  QUOTE RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO	COMMITMENT MADE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES GIVE DATE) MO 12 DAY 9 Y 15 R AMOUNT COMMITTED \$8,000 % OF TOTAL BID 4.5%	GIVE REASON(S) IF NO COMMITMENT MADE
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MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> CERTIFIED BY: COMPANY NAME ADDRESS CONTACT PERSON/PHONE EMAIL	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED  SOLICITATION METHOD  QUOTE RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO	COMMITMENT MADE <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES GIVE DATE) MO DAY Y AMOUNT COMMITTED \$ % OF TOTAL BID	GIVE REASON(S) IF NO COMMITMENT MADE
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MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> CERTIFIED BY: COMPANY NAME ADDRESS CONTACT PERSON/PHONE EMAIL	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED  SOLICITATION METHOD  QUOTE RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO	COMMITMENT MADE <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES GIVE DATE) MO DAY Y AMOUNT COMMITTED \$ % OF TOTAL BID	GIVE REASON(S) IF NO COMMITMENT MADE
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Prepared By: Helaine Hornby Title: Vice President

Date: 3/21/16

Signature: X 

**COUNTY OF ALLEGHENY  
M/W/DBE PARTICIPATION WAIVER REQUEST**

PROVIDER	<u>HORNBY ZELLER ASSOCIATES, INC.</u>
ADDRESS	<u>48 4th St, Suite 300 Troy, NY 12180-3204</u>
CONTACT PERSON	<u>Karen Hallenbeck</u>
TELEPHONE NUMBER	<u>518-273-1614</u>
EMAIL ADDRESS	<u>khallenbeck@hornbyzeller.com</u>
FISCAL YEAR/PERIOD	<u>April 1, 2016 to March 31, 2017</u>

In all instances a good faith effort must be made to meet the M/W/DBE contract goals as outlined in Section 3.10.8.8 of the "Minority and Women Business Enterprise Utilization Affirmative Action Requirements" document.

If you plan to perform the entire contract without using M/W/DBE subcontractors and/or suppliers or have not completely met the M/W/DBE goal of 13% MBE 2% WBE, the following must be attached and submitted with this form:

- \* A detailed explanation of your normal business practice
- \* Operation and/or Inventory Profile
- \* An active company supplier/subcontractor diversity policy
- \* Explanation as to why M/W/DBE participation waiver is being requested

Note: The fully completed M/W/DBE Participation Statement must accompany this waiver request, that shows your "Good Faith Effort"

Prepared By: Helaine Hornby Title: Vice President Date: 3/21/16 Signature: X *Helaine Hornby*

Generally, Hornby Zeller Associates has the resources as well as the knowledge and expertise needed to carry out the work it contracts to perform. For the process evaluation to be performed for Allegheny County Department of Human Services, a portion of the work, however, will be performed by a WBE / DBE. HPW Associates, LLC, a firm situated in Pittsburgh, Pennsylvania, will assist with the onsite data collection, conducting interviews with key stakeholders. The subcontractor's involvement will help to minimize the costs for travel and provide greater flexibility in scheduling interviews with stakeholders. The work to be performed by HPW Associates, LLC represents eight (8) percent of the contract amount.

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